## LOCAL FORM FOR A CHAPTER 13 PLAN UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 3015.1 AND **ADMINISTRATIVE ORDER NO. 17-04**

## UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN

IN RE:		
Robert A. Connors  S.S.#xxx-xx-3991  Debtor	CASE NO. CHAPTER 13 JUDGE	
and	PLAN SUM	<u>IMARY</u>
	For informational	purposes only.
S.S.#	ACP: <u>36</u> Months Minimum Plan Length: <u>60</u> Plan payment: \$ <u>2,300.00</u> pe Minimum dividend to Class 9 Percentage of Tax Refunds co	r Month Creditors \$_ <b>0.00</b> _
[X] Original CHAPTER 13  [DR [] Pre-Co	PLAN nfirmation Modification #	
TO CREDITORS: YOUR RIGHTS MAY BE AFFECTED BY THE BECOME BINDING WITHOUT FURTHER NOTICE OR HEAR FILED. READ THIS DOCUMENT CAREFULLY AND CONSIDE Debtors must check one box on each line to state whether or not A. Nonstandard Provisions set out in Section IV. Under Federal of Bankruptcy Procedure 3015(c), a "nonstandard provision" means a provision that is not otherwise included in the approform for a Chapter 13 Plan in the Eastern District of Michigan	TING UNLESS A TIMELY WER SEEKING THE ADVICE the Plan includes each of the Rule  Included	RITTEN OBJECTION IS OF AN ATTORNEY.
B. A limit on the amount of a secured claim based on a valuation	of Included	<b>№</b> Not included
the collateral for the claim.  C. Avoidance of a security interest or lien.	☐ Included	<b>✓</b> Not included
IF AN ITEM IS CHECKED AS "NOT INCLUDED" OR IF VOID EVEN IF OTHERWISE INCLUDED IN THE PLAN		
ANY "NONSTANDARD PROVISION" THAT IS NOT SPE		IN SECTION IV IS VOID.
• IF THIS SECTION I INDICATES THAT THIS PLAN DOI PROVISIONS", ANY "NONSTANDARD PROVISIONS" I SPECIFICALLY LISTED IN SECTION IV) ARE VOID.		
THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFER WHICH MAY BE FOUND AT <u>WWW.13EDM.COM</u> or <u>WWW.M. UPON WRITTEN REQUEST.</u>		
II. APPLICABLE COMMITMENT PERIOD; PLAN PAYMENT ELIGIBILITY FOR DISCHARGE:	S; PLAN LENGTH; EFFECT	TIVE DATE AND
A. Debtor's Current Monthly Income exceeds the applicable S is 60 months. Debtor's Plan Length shall be 60 months from the		

Debtor's Current Monthly Income is less than or equal to the applicable State median income. Debtor's Applicable Commitment Period is 36 months. Debtor's Plan Length shall be 60 months from the date of entry of the Order Confirming Plan. This is a minimum Plan length. If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.

If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

- **B.** Debtor's plan payment amount is \$2,300.00 per month.
- C. Future Tax Refunds. See Paragraph A of the Additional Terms, Conditions and Provisions for additional information

	regarding Tax Refunds and Tax Returns.
FO	R CASES ASSIGNED TO BAY CITY DIVISION: Check only one box. If none are checked or more than one box is
	cked, paragraph 2 shall apply:
1.	Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax
	Refunds
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated Tax Refunds. Debtor will remit 50% of all Federal and State Tax Refunds that debtor receives or is
	entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal and State Tax Refund pro-ration shown in Schedule I.
	R CASES ASSIGNED TO DETROIT DIVISION: Check only one box. If none are checked or more than one box is
1.	cked, paragraph 2 shall apply:  Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal Tax Refund pro-ration shown in Schedule I.
l	R CASES ASSIGNED TO FLINT DIVISION: Check only one box. If none are checked or more than one box is checked, agraph 2 shall apply:
1.	Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future tax refunds.
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration shown on Schedule I.
	<b>D.</b> If the box to the immediate left is "checked", the debtor acknowledges that debtor <b>is not</b> eligible for a discharge pursuant to 11 USC §1328.
	☐ If the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor <b>is not</b> eligible for a discharge pursuant to 11 USC §1328.
Local	Form 10-24-17 V 1

- E. 

  If the box to the immediate left is "checked", the debtor or joint debtor is self-employed **AND** incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.
- **III.** <u>DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS:</u> See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.
  - A. Class One TRUSTEE FEES as determined by statute.
  - B. Class Two ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:
    - 1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, Counsel shall elect to either:
      - a. In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$\_3,500.00 for services rendered plus \$\_0.00 for costs advanced by Counsel, for total Attorney Fees and Costs of \$\_3,500.00 through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ 3,500.00 , will be paid as an Administrative Expense Claim; or
      - b. Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$3,500.00 for this purpose. See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.
    - **2. POST-CONFIRMATION ATTORNEY FEES:** See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.
    - **3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES:** Debtor ☐ has retained or ☐ intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.
    - **4. OTHER ADMINISTRATIVE EXPENSE CLAIMS:** Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. *See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.*
  - C. CLASS THREE SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

Class 3.1 Liens to be Stripped. 11 USC §506(a).

Creditor	<u>Collateral</u>			
None				
Class 3.2 Judicial Liens and Non-Possessory, Non-Purchase Money Liens to be Avoided. 11 USC §522(f).				

Creditor	Collateral
-NONE-	

- D. CLASS FOUR SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).
  - Class 4.1 Continuing Payments on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

Creditor	Collateral	Monthly Payment	Direct or Via Trustee	
Pacific Union Financial	8688 N Christine Dr. Brighton, MI 48114 Livingston County	1,895.00	Trustee	

Class 4.2 Pre-Petition Arrearages on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average  Monthly Payment	Months to Cure From Confirmation Date
Pacific Union Financial	8688 N Christine Dr. Brighton, MI 48114 Livingston County	3,000.00	136.36	22

**Class 4.3** Continuing Payments other than on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

Creditor	Collateral	Monthly Payment	Direct or Via Trustee
-NONE-			

#### **Class 4.4** Pre-Petition Arrearages other than on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average  Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

## E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. (See Paragraph H, Paragraph L, Paragraph O, and Paragraph S of the Additional Terms, Conditions and Provisions for additional information).

## Class 5.1. Secured Claims not excluded from 11 USC §506 to be paid Equal Monthly Payments. 11 USC $\S1325(a)(5)(B)$ :

Creditor/Collateral	Indicate if "crammed" *** or modified	Interest rate (Present Value Rate)	Total to be paid Including Interest	Monthly Payment	Direct or Via Trustee
Exeter Finance LLC/2011 Dodge Durango 200,000 miles Location: 8688 N Christine Dr., Brighton MI 48114		0.00%	0.00	355.00	Direct

<sup>\*\*\*</sup> See debtor's Schedule A/B for more information about values.

## Class 5.2. Secured Claims not excluded from 11 USC §506 not to be paid Equal Monthly Payments. 11 USC $\S1325(a)(5)(B)$ :

Creditor/Collateral	Indicate if "crammed"***or modified	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-/					

<sup>\*\*\*</sup> See debtor's Schedule A/B for more information about values.

## Class 5.3. Secured claims excluded from 11 USC \$506 by the "hanging paragraph" at the end of 11 USC \$1325(a)(9) to be paid "Equal Monthly Payments". 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if " <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid Including interest	Monthly Payment	Direct or Via Trustee
-NONE-/					

## Class 5.4. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) not to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B).

Craditar/Callataral	Indicate if "modified	Interest rate (Present	Total to be paid	Estimated Average Monthly	Direct or Vic Tructed
Creditor/Collateral		Value Rate)	Including interest	Pavment	Direct or Via Trustee

Creditor/Collateral	Indicate if "modified	Interest rate (Present Value Rate)	Total to be paid Including interest	Estimated Average Monthly_ Payment	Direct or Via Trustee
-NONE-/					

Class 5.5. Surrender of collateral. (See Paragraph P of the Additional Terms, Conditions and Provisions for additional information).

The debtor(s) surrenders debtor's interest in the following collateral. Any allowed unsecured claim remaining after disposition of the collateral will be treated as a Class 9 General Unsecured Creditor.

Creditor Name	Description of Collateral
-NONE-	

F. CLASS SIX – EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional *Terms, Conditions and Provisions for additional information*).

#### **Class 6.1. Continuing Lease/Contract Payments:**

Creditor	<u>Property</u>	Monthly Payment	Lease/Contract expiration date	Direct or Via <u>Trustee</u>
-NONE-				

#### Class 6.2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

Creditor	<u>Property</u>	Arrears Amount	Estimated Average  Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

Class 6.3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

Creditor	<u>Property</u>
-NONE-	

G. CLASS SEVEN - PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).

Class 7.1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

Creditor	Monthly Payment	Direct or Via Trustee
Cornerstone Comm Fin CU	110.00	Direct

## Class 7.2. Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:

Creditor	Arrears Amount	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-			

### Class 7.3. All Other Priority Unsecured Claims [11 U.S.C. §1322(a)(2)]

Creditor	<u>Amount</u>	Direct or Via Trustee
-NONE-		

H. CLASS EIGHT – SEPARATELY CLASSIFIED UNSECURED CLAIMS. 11 USC §1322(b)(1): (To be paid by Trustee): (See Paragraph M of the Additional Terms, Conditions and Provisions for additional information):

Creditor	<u>Amount</u>	Interest Rate	Reason for Special Treatment
-NONE-			

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I. CLASS NINE - GENERAL UNSECURED CLAIN Conditions and Provisions for additional information	$oldsymbol{MS}$ (to be paid by Trustee): – See Paragraph N of the Additional Terms, $oldsymbol{a}$ .
that is not less than the Amount Available in Ch Value of Encumbered Property (the "Unsecured Amount; or (ii) will continue for the full Plan Le greater payment to Class 9 Unsecured Creditors.	on to creditors holding Class 9 General Unsecured claims in an amount apter 7 shown on Attachment 1, Liquidation Analysis and Statement of Base Amount"). This Plan shall provide either (i) the Unsecured Base ength as indicated in Paragraph II.A of this Plan, whichever yields the . See Attachment 2, Chapter 13 Model Worksheet, Line 8, for ted to be available for payment to Class 9 Unsecured Creditors.
This Plan shall provide a dividend to holders of	Class 9 General Unsecured Claims equal to 100% of allowed claims.
If neither box is checked or if both boxes are checked, the	en the plan shall pay the Unsecured Base Amount.
interest on their allowed claims at the rate of <b>0.0</b>	editors holding claims in Class Seven, Eight and Nine shall receive per annum as required by 11 USC §1325(a)(4).
IV. Nonstandard Plan Provisions:	
Applications for compensation for services rendered subset Awarding Post-Confirmation Attorney Fees, if debtor's Plan	SEPARATE APPLICATION: Counsel reserves the right to file equent to Confirmation of this Plan. Upon entry of an Ordern will not complete within 60 months of the date of the Orderne paid by the Trustee only after a Plan modification that allows of the Order Confirming Plan is approved with notice as is
V.F. ORDER OF PAYMENT OF CLAIMS: All claims for which following order to the extent that funds are available: Level 1: Class 1 Level 2: Classes 2.1, 2.2 and 2.3; Class 5.1, 5.3 and 6.1 Level 3: Classes 5.1, 5.3 and 6.1; Class 2.1 and 2.3 Level 4: Class 2.2 and 2.4 Level 5: Class 4.1 and 4.3 Level 6: Classes 4.2, 4.4, 5.2, 5.4 and 6.2 Level 7: Class 7 Level 8: Classes 3.1, 3.2, 5.5, 6.3, 8 and 9.	this Plan proposes payment through the Trustee shall be paid in the
Each level shall be paid as provided in this Plan before any sufficient funds to pay all claims within a level then the claims	disbursements are made to any subordinate class. If there are not ims in that level shall be paid <i>pro rata</i> .
I, <u>Jesse R. Sweeney P60941</u> , Attorney for Debtor (or Debt no "Nonstandard Provisions" other than those set out in So	or if not represented by an attorney), certify that this Plan contains ection IV above.
/s/ Jesse R. Sweeney	/s/ Robert A. Connors Robert A. Connors
Jesse R. Sweeney P60941 Attorney for Debtor	Debtor
25140 Lahser Road, Suite 252-B Southfield, MI 48033	240001
Street Address	Tiple
Southfield, MI 48033-0000 City, State and Zip Code	Joint Debtor
Sweeneylaw2005@yahoo.com	
E-Mail Address	February 12, 2019
586.909.8017	Date
Phone Number	

# ATTACHMENT 1

# LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE					
8688 N Christine Dr. Brighton, MI 48114 Livingston County	310,000.00	308,744.00	1,256.00	1,256.00	0.00
PERSONAL RESIDENCE (total)	310,000.00	308,744.00	1,256.00	1,256.00	0.00
REAL ESTATE OTHER THAN PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
HHG/PERSONAL EFFECTS					
Misc. articles of furniture and appliances. Location: 8688 N Christine Dr., Brighton MI 48114	7,500.00	0.00	7,500.00	7,500.00	0.00
HHG/PERSONAL EFFECTS (total)	8,500.00	0.00	8,500.00	8,500.00	0.00
JEWELRY	0.00	0.00	0.00	0.00	0.00
CASH/BANK ACCOUNTS	290.00	0.00	290.00	0.00	290.00
VEHICLES					
2011 Dodge Durango 200,000 miles Location: 8688 N Christine Dr., Brighton MI 48114	9,000.00	12,172.00	0.00	0.00	0.00
2008 SATURN VUE 180,000 miles Location: 8688 N Christine Dr., Brighton MI 48114	2,000.00	754.00	1,246.00	0.00	1,246.00
VEHICLES (total)	11,000.00	12,926.00	1,246.00	0.00	1,246.00
OTHER (itemize)					
401k: Fidelity	2,000.00	0.00	2,000.00	2,000.00	0.00
OTHER (total)	2,000.00	0.00	2,000.00	2,000.00	0.00

Amount available upon liquidation	\$ 1,536.00
Less administrative expenses and costs	\$ 18,764.00
Less priority claims	\$ 0.00
Amount Available in Chapter 7	\$ 0.00

### **ATTACHMENT 2**

## CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M

1.	Proposed length of Plan:	60	_ months		
2.	Initial Plan Payment: \$2,300.00 per month x 60 months = \$138,000.00 (subtotal)				
3.	Additional Payments: \$	per=\$(subtotal)			
4.	Lump sums payments				\$0.00
5.	Total to be paid into Plan (total of lines 2 through 4)				\$138,000.00
6.	Estimated disbursements other than to Class 9 General Unsecured Creditors				
	a. Estimated Trustee Fees		\$12,420.00		
	b. Estimated Attorney Fees and costs confirmation of plan	through	\$8,000.00		
	c. Estimated Attorney Fees and costs through duration of Plan	post-confirmation	\$ <b>-4,500.00</b>		
	d. Estimated fees of other Professiona	ls	\$0.00		
	e. Total mortgage and other continuin payments	g secured debt	\$113,700.00		
	f. Total non-continuing secured debt p (including interest)	oayments	\$0.00		
	g. Total priority claims		<b>\$0.00</b>		
	h. Total arrearage claims		\$3,000.00		
7.	Total disbursements other than to Class 9 General Unsecured Creditors (Total of lines 6.a through 6.h)			\$	132,620.00
8.	Funds <i>estimated</i> to be available for Class 9 General Unsecured Creditors (Line 5 minus Line 7)			\$	5,380.00
9.	Estimated dividend to Class 9 General Unsecured Creditors in Chapter 7 proceeding (see Liquidation Analysis on page 6)			\$	0.00